

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In Re:)
) Case No. 09-50026-REG
MOTORS LIQUIDATION COMPANY, *et al.*,)
f/k/a General Motors Corp., *et al.*,) (United States Bankruptcy Court
) Southern District of New York)
Debtors.) Chapter 11 (Jointly Administered)
)
)
MCM MANAGEMENT CORP.,) Adversary Proceeding No. _____
)
Plaintiff,)
)
MANUAL TRANSMISSIONS OF)
MUNCIE, LLC, THE STATE OF INDIANA,)
and the TREASURER OF DELAWARE)
COUNTY, INDIANA,)
)
Defendants.)

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Defendant, Manual Transmissions of Muncie, LLC, (“MTM”), by counsel and pursuant to 28 U.S.C. § 1452(a) and Rule 9027 of the Federal Rules of Bankruptcy Procedure, hereby removes the civil action entitled, *MCM Management Corp. v. Manual Transmissions of Muncie, LLC, the State of Indiana, and the Treasurer of Delaware County*, Cause No. 18C01-1005-PL-14 (the “State Court Action”) from the Delaware County, Indiana, Circuit Court, where it is now pending to the United States Bankruptcy Court for the Southern District of Indiana. In support of removal, MTM respectfully represents as follows:

A. Factual Background.

1. In December of 2006, the Plaintiff, MCM Management Corp. (the “Plaintiff”), and Motors Liquidation Company, fka General Motors Corporation (the “Debtor”) entered into certain contracts (collectively, the “Contracts”) pursuant to which the Plaintiff was to perform

demolition work on real property commonly known as 1200 West 8th Street, Muncie, Indiana, 47302 that is owned by MTM (the “Real Estate”).

2. The Plaintiff and the Debtor are the only parties to the Contracts.

3. On May 28, 2009, the Plaintiff recorded with the Delaware County Recorder a “Sworn Statement and Notice of Intention to Hold Mechanic’s Lien Upon Real Estate” (“Mechanic’s Lien”) relating to the work performed under the Contracts on the Real Estate.

4. On June 1, 2009, the Debtor and related entities filed voluntary petitions under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York that are being jointly administered under Case No. 09-50026-REG (the “Bankruptcy Action”).

5. On June 18, 2009, the Plaintiff filed a proof of claim (“Proof of Claim”) in the Bankruptcy Action asserting a secured claim against the Debtor in the amount of \$22,476,106 relating to, among other things, the amounts allegedly due the Plaintiff under the Contracts and Mechanic’s Lien.

6. On March 5, 2010, the Debtor commenced an Adversary Proceeding in the United States Bankruptcy Court for the Southern District of New York against the Plaintiff that is associated with the Bankruptcy Action and pending under Case No. 10-05008 (the “Adversary Proceeding”). In the Adversary Proceeding, the Debtor objects to the Plaintiff’s Proof of Claim and asserts breach of contract claims against the Plaintiff relating to the Contracts.

7. On May 12, 2010, the Plaintiff commenced the State Court Action by filing its “Complaint for Breach of Contract, Unjust Enrichment/Quantum Meruit, and Foreclosure of Mechanic’s Lien” (“Complaint”).

8. In the Complaint, the Plaintiff asserts claims against both MTM and the Debtor

for breach of contract and unjust enrichment related to the work performed on the Real Estate including, but not limited to, the following:

- “General Motors and MTM have failed to pay MCM in full for the Work. *Complaint*, ¶ 16.
- To date, General Motors and MTM owe MCM \$335,278 for the Work. *Complaint*, ¶ 17.
- Despite MCM’s demands for payment, General Motors and MTM have failed to pay MCM the amounts owed under the Purchase Orders. *Complaint*, ¶ 18.
- Despite MCM’s demands for payment, General Motors and MTM have failed to compensate MCM for any additional work and costs resulting from the delays on the Project. *Complaint*, ¶ 20.
- General Motors’ and MTM’s failure to compensate MCM for the amounts owed under the Purchase Order, and the delays on the Project constitutes a material breach of the parties’ agreement. *Complaint*, ¶ 21.
- General Motors’ and MTM’s failure to provide for full compensation to MCM constitute a breach of its implied covenant of good faith and fair dealing. *Complaint*, ¶ 22.
- General Motors and MTM would be unjustly enriched if permitted to retain the benefit for Work without compensating MCM for the Work. *Complaint*, ¶ 28.

9. MTM may remove the State Court Action because it is a core proceeding with original jurisdiction in this Court.

B. Notice of Removal.

10. As set forth in 28 U.S.C. § 1452(a), “[a] party may remove a claim or cause of action in a civil action . . . to the district court for the district where such civil action is pending, if such district court has jurisdiction of such claim or cause of action under section 1334 of this title.”

11. Pursuant to 28 U.S.C. §§ 157 and 1334, this Court has original jurisdiction of all cases arising under title 11 or arising in or related to cases under title 11, including core proceedings.

12. Core proceedings include, but are not limited to, (a) allowance or disallowance of claims against the estate; (b) counterclaims by the estate against persons filing claims against the estate; and (c) other proceedings affecting the liquidation of the assets of the estate or the adjustment of the debtor-creditor relationship. 28 U.S.C. § 157(b)(2).

13. This Court has core jurisdiction over the State Court Action and the claims asserted therein because:

- The Plaintiff submitted to the jurisdiction of the bankruptcy court by filing its Proof of Claim in the Bankruptcy Action.
- The State Court Action asserts the same claims that have been made or will be made in the Adversary Proceeding.
- The State Court Action is a core proceeding in that it relates to the allowance or disallowance of claims against the Debtor's estate; it involves property of the Debtor's estate by virtue of the Debtor's counterclaims against the Plaintiff; and it affects the amount of the assets that will be available for distribution to creditors of the Debtor.

14. Removal to this Court is proper under 28 U.S.C. § 1452(a) because the Southern District of Indiana is the district within which the State Court Action was pending prior to removal.

15. This Notice of Removal is timely. It is filed within thirty (30) days of being served with the Complaint and Summons and otherwise meets the time requirements set forth in Rule 9027(a)(2) of the Federal Rules of Bankruptcy Procedure.

16. In accordance with Rule 9027(a)(1), a copy of all pleadings served upon or filed by MTM in the State Court Action are attached hereto as Exhibit A.

17. Pursuant to Rule 9027(c) of the Federal Rules of Bankruptcy Procedure, a copy of this Notice of Removal is being filed with the Clerk of the Delaware County, Circuit Court, and notice thereof is being given to the adverse party.

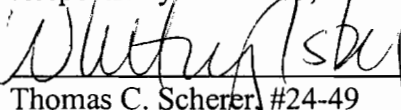
18. Preferred venue lies with the United States Bankruptcy Court for the Southern

District of New York. MTM intends to promptly file a motion to transfer venue to the United States Bankruptcy Court for the Southern District of New York under Rule 7087 of the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Defendant, Manual Transmissions of Muncie, LLC, ("MTM"), removes this case from the Delaware County Circuit Court to the United States Bankruptcy Court for the Southern District of Indiana.

Dated this 21st day of June, 2010.

Respectfully submitted,



Thomas C. Scherer, #24-49

Whitney L. Mosby, #23691-49

Attorneys for Defendant,

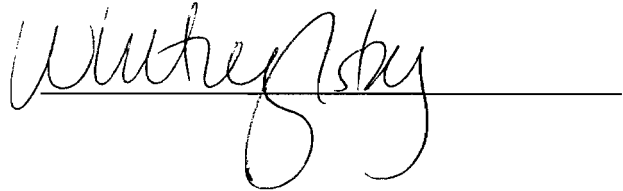
Manual Transmissions of Muncie, LLC

BINGHAM MCHALE LLP
2700 Market Tower
10 West Market Street
Indianapolis, IN 46204-4900
Phone: (317) 635-8900
FAX: (317) 236-9907
Email: tscherer@binghammchale.com
wmosby@binghammchale.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been filed electronically and served upon the following either electronically or via first class United States mail, postage prepaid and addressed as shown, this 21st day of June, 2010:

James A. Federoff
Jason M. Kuchmay
Federoff Kuchmay LLP
10445 Illinois Road
Fort Wayne, IN 46814



1503046

EXHIBIT A

STATE OF INDIANA)
COUNTY OF DELAWARE) SS: IN THE DELAWARE CIRCUIT COURT
CAUSE NO. 18C01-1005-PL- 14

MCM MANAGEMENT CORP.,

Plaintiff,

vs.

MANUAL TRANSMISSIONS OF
MUNCIE, LLC, the STATE OF INDIANA,
AND the TREASURER OF DELAWARE
COUNTY, INDIANA
Defendants.

FILED
CLERKS OFFICE
DELAWARE CO., INDIANA
MAY 12 2010

Steven G. Craycraft
CLERK

TO THE DEFENDANT:

Manual Transmissions of Muncie, LLC
c/o: The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

You have been sued by the person(s) named above. The claim made against you is attached to this summons; please examine all pages carefully. The X marked below indicates the time limit you have to **FILE YOUR ANSWER.**

- X Certified Mail You or your attorney must file a written answer to the claim **WITHIN TWENTY-THREE (23) DAYS**, commencing the day after you receive this summons, or judgment may be entered against you as claimed.
- _____ Personal Service You or your attorney must file a written answer to the claim **WITHIN TWENTY(20) DAYS**, commencing the day after you receive this summons, or judgment may be entered against you as claimed.

Your answer is considered filed when it is received in the office of the Clerk of the Delaware Circuit Court, 100 W. Main Street, Muncie, IN 47305. The method you choose to deliver the answer to the Clerk is up to you; however, you should be able to prove that you filed your answer. If you wish to file a claim against another party associated with this case, you must state it in your written answer.

If you are required to appear, the date, time and location will be shown on the attached Notice of Hearing form. **IF YOU FAIL TO APPEAR, A JUDGMENT MAY BE ENTERED AGAINST YOU.**

Dated: MAY 13 2010

Steven G. Craycraft
STEVEN G. CRAYCRAFT
CLERK OF DELAWARE CIRCUIT COURT

**RETURN OF SUMMONS
CLERK'S CERTIFICATE OF MAILING**

I hereby certify that on the _____ day of _____, 2010, I mailed a copy of this summons and a copy of the complaint to each of the Defendant[s] _____ by [registered or certified] mail No. _____ requesting a return receipt addressed to each of the Defendant[s] viz: _____ at the address(es) furnished by the Plaintiff[s] in the praecipe in this cause.

Dated: _____
Clerk _____ (Seal) _____

CLERK'S CERTIFICATE OF RETURN OF SERVICE OF SUMMONS BY MAIL

I hereby certify that service of summons with return receipt requested was mailed on the _____ day of _____, 2010, and that a copy of return receipt was received on the _____ day of _____, 2010, which copy is attached herewith.

Dated: _____
Clerk _____ (Seal) _____

CERTIFICATE OF CLERK OF SUMMONS NOT ACCEPTED BY MAIL

I hereby certify that on the _____ day of _____, 2010, I mailed a copy of this summons and a copy of the complaint to each of the Defendant[s] _____ by [registered or certified] mail No. _____, and the same was returned without acceptance this _____ day of _____, 2010, and I did deliver said summons and a copy of complaint to the Sheriff of Delaware County, Indiana.

Dated: _____
Clerk _____ (Seal) _____

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served the within summons and a copy of the complaint herein:

1. By delivering on the _____ day of _____, 2010, a copy of the summons and a copy of the complaint to the Defendant[s] _____
2. By leaving on the _____ day of _____, 2010, for each of the Defendant[s] _____

a copy of the summons and a copy of the complaint at _____ being the respective dwelling house or usual place of abode of the Defendant[s], with _____, a person of suitable age and discretion residing therein whose usual duties or activities include prompt communication of such information to the person served

AND
by mailing a copy of this summons without the complaint to the Defendant[s] at _____ the last know address of the Defendant[s].

3. _____

TOTAL FEES: \$ _____
Sheriff of Delaware County, Indiana _____

SHERIFF'S RETURN OF NON-SERVICE OF SUMMONS

I hereby certify that service of the within summons and complaint was not made because:

1. The Defendant[s] _____ was/were not found in person in my bailiwick.
2. The Defendant[s] _____ does/do not have a dwelling house or usual place of abode with some person of suitable age and discretion residing therein with whom a copy of the summons and complaint could be left, in my bailiwick.
3. _____

TOTAL FEES: \$ _____
Sheriff of Delaware County, Indiana _____

SERVICE ACKNOWLEDGED BY DEFENDANT[S]

A copy of the within summons and a copy of the complaint attached thereto were received by me this day of _____, 2010.

Signature of Defendant[s]

FILED
CLERKS OFFICE
DELAWARE CO., INDIANA

MAY 12 2010

Steven J. Anger
CLERK

LIS PENDENS NOTICE

NOTICE TO ALL PERSONS, known and unknown and all other concerned

parties:

Please take notice that on May 12, 2010, MCM Management Corp. filed a Complaint, Cause No. 18C01-1005-PL- 14, against Manual Transmissions of Muncie, LLC, the State of Indiana, and the Treasurer of Delaware County, Indiana, in the Delaware Circuit Court. The Complaint involves a claim for the foreclosure of a mechanic's lien dated May 28, 2009, to secure the sum of \$335,278, plus interest and attorney's fees, which mechanic's lien was recorded as Document No. 2009R14789 in the Office of the Recorder of Delaware County, Indiana, on May 28, 2009, at 4:02:03 p.m.

The real estate affected is legally described in the attached Exhibit "A".

FEDEROFF KUCHMAY, LLP


James A. Federoff, #5797-02

James.federoff@federoff-law.com

Jason M. Kuchmay #20974-02

jmk@federoff-law.com

10445 Illinois Road

Fort Wayne, Indiana 46814

Telephone: (260) 207-2100

Facsimile: (260) 207-2101

Attorneys for Plaintiffs

Filed and recorded the _____ day of _____, 2010 at _____ .m.

Clerk, Delaware Circuit Court

This instrument was prepared by James A. Federoff, Attorney at Law, Federoff Kuchmay LLP, 10445 Illinois Road, Fort Wayne, IN 46814.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



James A. Federoff

Exhibit "A"
Legal Description of Real Estate

All those certain pieces or parcels of land situate in Delaware County, State of Indiana, and more particularly described as follows:

A part of the Northwest Quarter and a part of the Southwest Quarter of Section 16 Township 20 North Range 10 East, more particularly described as follows, to-wit:

Beginning at a point in the West line of Elliott Street, as said Elliott Street is laid out and platted in the T.F. Rose First Addition to the City of Muncie, Indiana at the point of intersection of the West line of said Elliott Street with the North line of the Southwest Quarter of Section 16 Township 20 North Range 10 East; thence South $00^{\circ}-06'-45''$ West and on and along the West line of said Elliott Street 1,298.74 feet to its intersection with the North line of 8th Street, as said 8th Street is laid out and platted in the T.F. Rose First Addition to the City of Muncie, Indiana; thence North $90^{\circ}-00'-00''$ West and on and along the North line of said 8th Street and said line extended West 1,847.15 feet to a point 30.0 feet East of the East line of Perkins Avenue, as said Perkins Avenue is laid out and platted in J.J. Perkins Addition to the City of Muncie, Indiana; thence in a Northwesterly direction on a curve to the right, said curve having a radius of 30.0 feet and a long chord distance of 42.43 feet to its intersection with the East line of said Perkins Avenue at a point 40.0 feet North of the Southwest Corner of Lot 206 in said J.J. Perkins Addition; thence North $00^{\circ}-00'-00''$ East and on and along the East line of said Perkins Avenue 1,102.80 feet to its intersection with the South Right-of-Way line of the Conrail Railroad (formerly the C.C.C. & ST.L.R.R.); thence North $76^{\circ}-50'-45''$ East and on and along the said South Right-of-Way Line of said Conrail Railroad 1,930.93 feet to its intersection with the West line of Elliott Street in the T.F. Rose First Addition to the City of Muncie, Indiana; thence South $00^{\circ}-06'-45''$ West and on along the West line of said Elliott Street 271.34 feet to the point of beginning. EXCEPTING THEREFROM Lots 292, 291, and the West (four) 4.0 feet of Lot 290 and the South Half of the vacated alley lying adjacent and North of the above described lots, all in J.J. Perkins Addition to the City of Muncie, Indiana. Containing after said Exception 58.012 acres, more or less. (The above description is intended to include all of T.F. Rose First Addition East of Elliott Street heretofore vacated and the following lots in J.J. Perkins Addition to the City of Muncie, Indiana; Lots 193 thru 206, except South ten (10.0) feet, Lots 217 thru 230, Lots 241 thru 254, Lots 265 thru 278, Lot 289, the East 46' of Lot 290, Lots 293 thru 302, Lots 317 thru 326; ALSO including vacated 5th Street from the East line of Perkins Avenue to the West line of Sampson Avenue, vacated 6th Street from the East line of Perkins Avenue to the East line of the J.J. Perkins Addition, vacated 7th Street from the East line of Perkins Avenue to the East line of the J.J. Perkins Addition, and vacated Sampson Avenue from the South line of 5th Street to a point 10.0' North of the North line of 8th Street. ALSO, all of the vacated alley between Lots 317 thru 326 and Lots 293 thru 302, all of the vacated alley between Lots 285 thru 288 and Lots 241 thru 244, all of the vacated alley between Lots 269

through 278 and Lots 245 thru 254, all of the vacated alley between Lots 217 thru 220 and Lots 193 thru 196, all of the vacated alley between Lots 221 thru 230 and Lots 197 thru 206 and the South Half of the vacated alley adjacent to Lots 289 and the East 46' of Lot 290). Also the following described parcel of land, more particularly described as follows, to-wit: Beginning at the Southwest corner of Lot 148 in J.J. Perkins First Addition to the City of Muncie, Indiana (being the intersection of the East line of Sampson Avenue; and the North line of 9th Street); thence North on the East line of said Sampson Avenue 301.7 feet to the South line of 8th Street; thence East on the South line of said 8th Street and said South line extended East 858.8 feet to the West line of Birch Street, as said street is laid out and platted in Winton Place, an addition to the City of Muncie, Indiana; thence South on the West line of said Birch Street and said West line extended South 162.5 feet to a point 17.5 feet South of the North line of said 9th Street in said Winton Place; thence West and parallel with the North line of said 9th Street 350.0 feet; thence South 3.82 feet; thence in a Southerly and Westerly direction on a curve to the left, said curve having a radius of 137.5 feet and an arc distance of 153.74 feet to its intersection with the North line of 9th Street extended; thence West on the North line of said 9th Street and said line extended 210.0 feet to the East line Lot 145 in J.J. Perkins First Addition; thence South on the said East line 10.0 feet to the Southeast Corner of said Lot 145; thence West on the North line of said 9th Street 200.0 feet to the point of beginning. Estimated to contain 4.907 acres, more or less. (The above description is intended to include all of the following, Lots 70 thru 76 except North 10.0 feet, Lots 219 and 223 except North 10 feet; Lots 220, 221, 222, 224, 225, 226, 227 and 228 the vacated North 17.5 feet of 9th Street; the vacated alley lying adjacent to and West of Lots 223 thru 228, all in Winton Place, an addition to the City of Muncie, Indiana; also intended to include Lots 169 thru 172, and Lots 145 thru 148 and a vacated alley lying between Lots 169 thru 172 and Lots 145 thru 148 all in J.J. Perkins First Addition.) ALSO, the following described parcel of land, more particularly described as follows, to-wit: All of Lots 7, 8, 14, 15, 16, 23, 24, 25, 46, 47, 48, 69, 70, 71, 92, 93, 94 in T.F. Rose First Addition to the City of Muncie, Indiana and the following vacated alley and street; vacated 8th Street between Lots 46 thru 48 and Lots 69 thru 71, and vacated alley between Lots 69 thru 71 and Lots 92 thru 94 all in T.F. Rose First Addition to the City of Muncie, Indiana. ALSO, the following described parcel of land, more particularly described as follows, to-wit: Lots 63, 64, 65, 66, and 67, except the North ten (10.0) feet and also the vacated North 17.5 feet of 9th Street lying adjacent to Lots 63 thru 67 all in Winton Place, an addition to the City of Muncie, Indiana. Subject to all easements of record for utilities.

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE) CAUSE NO. 18C01-1005-PL- 14

MCM MANAGEMENT CORP.,)
)
Plaintiff,)
)
vs.)
)
MANUAL TRANSMISSIONS OF)
MUNCIE, LLC, the STATE OF INDIANA,)
AND the TREASURER OF DELAWARE)
COUNTY, INDIANA)
Defendants.)

FILED
CLERKS OFFICE
DELAWARE CO., INDIANA
MAY 12 2010
K. J. [Signature]
CLERK

**COMPLAINT FOR BREACH OF CONTRACT, UNJUST ENRICHMENT/QUANTUM
MERUIT, AND FORECLOSURE OF MECHANIC'S LIEN**

Plaintiff, MCM Management Corp. ("MCM"), by counsel, for its Complaint for Breach of Contract, Unjust Enrichment/Quantum Meruit, and Foreclosure of Mechanic's Lien (this "Complaint") against Defendant Manual Transmissions of Muncie, LLC ("MTM"), the State of Indiana (the "State"), and the Treasurer of Delaware County, Indiana (the "Treasurer"), alleges and states:

GENERAL ALLEGATIONS

1. MCM is a Michigan corporation with its principal place of business in Oakland County, Michigan. At all pertinent times, MCM was authorized and properly licensed to transact business in the State of Michigan. MCM also is properly authorized to transact business in the State of Indiana.

2. Motors Liquidation Company, fka General Motors Corporation ("General Motors") is a Delaware corporation with facilities in Delaware County, Indiana.

9. In addition to the demolition services that MCM provided under the Purchase Order, MCM agreed to pay General Motors \$686,427.

10. MCM has duly performed the services called for under the Purchase Order in accordance with its contractual duties.

11. Pursuant to the Purchase Order, MCM was to be paid additional compensation for work that MCM was called upon by General Motors and MTM to perform beyond the original scope of Work, as referenced in the Purchase Order.

12. In the course of its performance, MCM performed additional work at a value exceeding \$878,312. However, to date, General Motors and MTM have paid MCM only \$543,034 for the Work, leaving \$335,278 due and owing.

13. In addition to the above, General Motors caused significant delays in the demolition process, which cost MCM millions of dollars in lost use of labor and equipment; lost opportunity to generate revenue from scrap sales at fair market prices; lost utilization of overhead expenses; and lost opportunities for alternative profitable projects.

COUNT I
BREACH OF CONTRACT (MTM)

14. MCM incorporates all preceding allegations in this Complaint as if fully restated in this Count I.

15. Pursuant to the Purchase Order, General Motors and MTM agreed to compensate MCM for the Work related to the Project.

16. General Motors and MTM have failed to pay MCM in full for the Work.

17. To date, General Motors and MTM owe MCM \$335,278 for the Work.

18. Despite MCM's demands for payment, General Motors and MTM have failed to pay MCM the amounts owed under the Purchase Order.

19. MCM also suffered substantial cost increases and lost opportunities due to delays on the Project.

20. Despite MCM's demands for payment, General Motors and MTM have failed to compensate MCM for any additional work and costs resulting from the delays on the Project.

21. General Motors' and MTM's failure to compensate MCM for the amounts owed under the Purchase Order, and the delays on the Project constitutes a material breach of the parties' agreement.

22. General Motors' and MTM's failure to provide for full compensation to MCM constitute a breach of its implied covenant of good faith and fair dealing.

23. MCM has suffered damage as a result of General Motors' and MTM's material breach of the parties' agreement.

24. MCM has fully performed its duties under the Purchase Order.

25. MCM has satisfied all conditions precedent to its entitlement to recovery for the additional work it performed beyond the scope referenced in the Purchase Order.

WHEREFORE, MCM respectfully requests an award of damages against MTM in an amount to be determined at trial, but not less than \$335,278, together with costs, reasonable attorney fees, interest, and such further relief as the Court deems just and proper.

COUNT II
UNJUST ENRICHMENT/QUANTUM MERUIT (MTM)

26. MCM incorporates all preceding allegations in this Complaint as if fully restated in this Count II.

27. General Motors and MTM received a substantial benefit from the Work that MCM performed on the Project. Additionally, the Work performed by MCM substantially benefited the Real Estate.

28. General Motors and MTM would be unjustly enriched if permitted to retain the benefit of the Work without compensating MCM for the Work.

29. MCM is entitled to restitution for the value of the Work it performed without full payment from General Motors, under the theory of quantum meruit.

WHEREFORE, MCM respectfully requests entry of judgment against MTM in an amount to be determined at trial, but not less than \$335,278, together with costs, reasonable attorney fees, interest, and such further relief as the Court deems just and proper.

COUNT III
FORECLOSURE OF MECHANIC'S LIEN (ALL DEFENDANTS)

30. MCM incorporates all preceding allegations in this Complaint as if fully restated in this Count III.

31. On May 28, 2009, MCM, by its attorneys, timely filed a Sworn Statement and Notice of Intention to Hold Mechanic's Lien Upon Real Estate, which was recorded on May 28, 2009 as Document No. 2009R14789 in the Office of the Recorder of Delaware County, Indiana (the "Lien Notice"). A true copy of the Lien Notice is attached to this Complaint as Exhibit "C". MCM is entitled to foreclose its mechanic's lien, as evidenced by the Lien Notice, under Indiana Code §32-28-3-6.

32. MCM has fulfilled all of the requirements of applicable Indiana law regarding the filing of the Lien Notice.

33. The only parties of which MCM is currently aware that have an interest in the Real Estate, are MTM, the Treasurer for delinquent property taxes, ditch assessments, and storm

water annual assessments, and the State for possible unpaid taxes. If MCM later determines there are other parties who should be parties in this action, they can and will be added as parties.

34. The Treasurer and the State are named as parties to this action to answer as to their respective interests in the Real Estate, which interests should be foreclosed if permitted by law.

35. MCM has a valid and enforceable mechanic's lien against the Real Estate under Ind. Code §32-28-3-1 *et. seq.*, which lien is superior to the rights and claims of MTM, the Treasurer, and the State, to the extent permitted by law, and which lien is entitled to foreclosure through these proceedings.

36. MCM is causing a Notice of Lis Pendens to be filed with the Clerk of the Delaware Circuit Court pursuant to IC §32-30-11-3, to give notice of these proceedings and the claims of MCM.

WHEREFORE, MCM, by counsel, respectfully requests that the Court enter judgment as follows:

a. That a judgment be entered in favor of MCM and against MTM in the sum of \$335,278, plus such other amounts as might be owing MCM for additional Work on the Real Estate pursuant to the Purchase Order, together with all other sums the Court finds are owing to MCM by MTM, interest, and the reasonable attorney fees incurred by MCM in connection with this action and the foreclosure of MCM's mechanic's lien;


b. That MCM's mechanic's lien on the Real Estate, and the liens of other defendants, as permitted by law, be foreclosed against MTM; and that the Real Estate be ordered by the Court to be sold by the Sheriff of Delaware County, Indiana to pay MCM's judgment entered in this action, all without relief from valuation or appraisal laws;

c. That the proceeds of such foreclosure sale be applied first to the costs of this action, and then to MCM's judgment, with the balance to the Clerk of this Court to be held and distributed as the Court may direct; and

d. That the Court grant all other just and proper relief.

Respectfully submitted,

FEDEROFF KUCHMAY LLP


James A. Federoff, #0797-02

James.federoff@federoff-law.com

Jason M. Kuchmay #20974-02

jmk@federoff-law.com

10445 Illinois Road

Fort Wayne, Indiana 46814

Telephone: (260) 207-2100

Facsimile: (260) 207-2101

Attorneys for Plaintiff

1887312.02



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

TO:

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

00000 US
INVOICE FOR SERVICE, MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
: P.O. BOX 63490 AZ
85082-3490 US

This order is not binding until accepted. Acceptance is indicated by return of the invoice to Buyer.
On the reverse side hereof are the terms and conditions to which Buyer agrees by acceptance of this order.
Buyer's attention is directed to the fact that the terms and conditions on the face and reverse side herein, including the complete and final
agreement between Buyer and Seller, shall govern the relationship between them in connection with the purchase of the goods and services described herein.
If Government Contract Number is Shown Hereon, additional Terms and Conditions
Attached Herein Apply.

ORIGINAL

PURCHASE
ORDER: GMS09374

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading,
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

ORDER DATE 12/20/06	PHONE: 586-575-1287
ALTERATION ISSUE DATE	M RADELT KF Buyer
ALTERATION EFFECTIVE DATE	<i>MA</i>
PURCHASING AGENT	

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOIN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
------------------	---------------------	-------------------------	-----------	-------------	---------------	---------------	-------------	-----------------	-------------------	--------------

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY
USD DOLLAR (UNITED STATES)

PROVIDE ALL NECESSARY SUPERVISION, LABOR,
EQUIPMENT, MATERIAL AND SERVICES TO PERFORM THE WORK
PER BID SPEC NUMBER MTM-100 / DATED 10/30/06
ADDENDUM # 1 / DATED 11/9/06
ADDENDUM # 2 / DATED 11/9/06
ADDENDUM # 3 / DATED 11/14/06
PER THE CONTRACT DOCUMENTS LOCATED AT THE WGF
DEMOLITION ENGINEERING OFFICE
MCM WILL PAY GENERAL MOTORS 668,427 DOLLARS.
THE PAYMENT SCHEDULE IS:
100,000 DOLLARS IS TO BE PAID AT THE TIME OF CONTRACT
AWARD. THEN THERE WILL BE ADDITIONAL PAYMENTS OF:
MARCH 15, 2007 FOR 97,737.86
APRIL 15, 2007 FOR 97,737.86
MAY 15, 2007 FOR 97,737.86
JUNE 15, 2007 FOR 97,737.86
JULY 15, 2007 FOR 97,737.86
AUGUST 15, 2007 FOR 97,737.86

EXHIBIT

"A-2"

A006722 USER MARTIN E RADELT

ORIGINAL

CONTINUE PAGE

2



GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

000000
INVOICE FOR SERVICE, MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
: P.O. BOX 63490 AZ
85082-3490 US

This order is not binding until accepted. Acceptance must be indicated in writing.
On the reverse side listed are the terms and conditions to which this order is subject. By acceptance of this order, the buyer agrees to the terms and conditions on the face and reverse side hereof, including the contract and that the buyer will be bound by the terms and conditions of the contract and that the buyer will be bound by the terms and conditions of the contract and that the buyer will be bound by the terms and conditions of the contract.

PURCHASE PAGE 2
ORDER: GMS09374

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	12/20/06	PHONE: 586-575-1287
ALTERATION ISSUE DATE	M RADELT	Buyer
ALTERATION EFFECTIVE DATE	KF	
PURCHASING AGENT		

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH
SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	QUANTITY	DESCRIPTION	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT
00001	1	PR162289 001		QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.	10/27/06	H 0.00%	NO CHARGE		UNI
PROVIDED LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE ENVIRONMENTAL DECOMMISSIONING AND DEMOLITION AT MUNCIE TRANSMISSION PLANT. SAM SOLOMON 248-753-5547 DELIVER TO: CJRIS HORENZIAK 2000 CENTERPOINT PONTIAC MICH. 48341 WHO ORDERED: SOLOMO 248-753-5547 GENERAL MOTORS CORPORATION "CONSTRUCTION GENERAL CONDITIONS GM 1638 (05/2005)," SUPERSEDE THE PRINTED TERMS AND CONDITIONS FOUND ON THE REVERSE SIDE OF THIS PURCHASE ORDER. (X4 06/2005) COST-QUANTITY ON PURCHASE ORDER/RELEASE THE 1.00 UNIT PRICE DOES NOT REPRESENT COST, BUT IS A MULTIPLIER. COST IS REPRESENTED BY QUANTITY ON PURCHASE ORDER/RELEASE. (ZX) RIGHT TO AUDIT BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GOODS AND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT ALL									

General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

SHIP TO:

000000 US
INVOICE FOR SERVICE, MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
P.O. BOX 63490 AZ
85082-3490 US

This order is not binding until receipt. Additions should be made on subsequent copy which shall be
returned in copy.
Do the service side before the terms and conditions to which Seller agrees by acceptance of this order.
If the service side is not accepted, the order is void. The order is not binding until receipt of the service side.
If the service side is not accepted, the order is void. The order is not binding until receipt of the service side.
If the service side is not accepted, the order is void. The order is not binding until receipt of the service side.
If the service side is not accepted, the order is void. The order is not binding until receipt of the service side.

PURCHASE PAGE 3
ORDER: GMS09374

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

ORDER DATE 12/20/06
ALTERNATOR ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 586-575-1287
M RADELT
KF
PURCHASING AGENT

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	QUANTITY ORDERED	DESCRIPTION	RECEIPT NUMBER	DATE REQUIRED	TAX CODE %	BASE UNIT PRICE	PRICE MULTIPLE
				CHARGES AND AGREES THAT ALL RECORDS SUPPORTING CHARGES (INCLUDING THOSE OF SUBSIDIARIES AND AFFILI- ATES TO WHOM WORK HAS BEEN CONTRACTED) WILL BE AVAILABLE FOR AUDIT BY GENERAL MOTORS CORPORATION FOR A PERIOD OF THREE (3) YEARS BEYOND FINAL PAYMENT. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) CONTRACT CLAUSE SPECIAL TERM (U.S.) - C-TPAT FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) INITIATIVE (FOR INFORMATION GO TO HTTP://WWW.CUSTOMS.USTREAS.GOV/ ENFORCEMENT/TPAT.HTM). AT BUYER'S OR THE CUSTOMS SERVICE'S REQUEST, SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES (INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) ARISING FROM OR RELATING TO SELLER'S NONCOMPLIANCE. (AT 6/20/02)					

0000722 ISSER MARTIN F RADELT

ORIGINAL

CONTINUE PAGE

4



GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE
ORDER: GMS09374

PAGE 4

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

00000 US
INVOICE FOR SERVICE MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
P.O. BOX 63490 AZ
85082-3490 US

This order is not binding until accepted. Acceptance should be indicated in acknowledgment form which should be returned to Buyer.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
These terms and conditions shall govern the contract between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

ORDER DATE 12/20/06	PHONE: 586-575-1287
ALTERATION ISSUE DATE	M RADELT
ALTERATION EFFECTIVE DATE	KF
PURCHASING AGENT	

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFC NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
			SPECIAL TERM (US) - GOVERNMENT CONTRACTS							
			***** BUYER SERVES FROM TIME TO TIME AS A CONTRACTOR FOR THE UNITED STATES GOVERNMENT. IF SELLER IS A U.S. ENTITY, SELLER SHALL COMPLY WITH ALL FEDERAL LAWS, RULES, AND REGULATIONS THAT ARE APPLICABLE TO SELLER AS A SUBCONTRACTOR OF GOVERNMENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO (1) EQUAL EMPLOYMENT OPPORTUNITY (PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED, 41 CFR 60-741.5, 41 CFR 60-250.5); (2) UTILIZATION OF SMALL AND DISADVANTAGED BUSINESS CONCERNS; FAR SUBPARTS 52.219-8 AND 52.219.9); (3) CONTRACTING WITH BUSINESS CONCERNS OPERATING IN AREAS OF SURPLUS LABOR (41 CFR 1-1.805); AND (4) CONTRACTING WITH WOMEN-OWNED BUSINESS CONCERNS (EXECUTIVE ORDER 12138). (42) 10-29-03 "DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE STATES. AS A RESULT, IN ALL OF THE IDENTIFIED STATES BELOW LISTED GM CORPORATE ENTITIES WILL REMIT DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE PERSONAL PROPERTY AND SERVICES (1). THEREFORE,							



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

SHIP TO:

00000 US
INVOICE FOR SERVICE, MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
: P.O. BOX 63490 AZ
85082-3490 US

This order is not binding until accepted. Acceptance should be indicated on acknowledgment copy when shipped to
indicate to Buyer.
The seller warrants that the goods are as described and conform to the terms and conditions of this order.
The seller warrants that the goods are free from all liens and claims and that the goods are not subject to any
system between Buyer and Seller and no other party. The seller warrants that the goods are not subject to any
will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions
Attached Hereto Apply.

PURCHASE

PAGE 5

ORDER: GMS09374

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Decline Valuation of Express Shipments or Insure Parcel
Post.

ORDER DATE 12/20/06
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 586-575-1287
M RADELT
KF Buyer
PURCHASING AGENT

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE/ %	PRICE MULTIPLE	UNIT MEASURE
				EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS WITHIN A STATE, WHERE GM HOLDS, DIRECT PAY AUTHORITY: ***** GENERAL MOTORS CORPORATION PERMITS: GEORGIA #044-38-00894-3 INDIANA #003-2804890001 KENTUCKY #0000-10 KANSAS #98-0003B (FAIRFAX ONLY) LOUISIANA #6009013-008DP (SHREVEPORT ONLY) MARYLAND #20 MICHIGAN #ME-0900440 MISSISSIPPI #4277 (SPO ONLY) MISSOURI #11731559 NEW JERSEY #NJ9-001-683/000 NEW YORK #DP-003445 OHIO #98-000613 OKLAHOMA #137479 PENNSYLVANIA #02-93450/DP246 TEXAS #1-38-0572515-0 VIRGINIA #9980000793					

CONTINUE PAGE 6



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
48090

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 6

ORDER: GMS09374

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

000000 US
INVOICE FOR SERVICE, MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
: P.O. BOX 63490 AZ
85082-3490 US

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

ORDER DATE 12/20/06
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 586-575-1287
M RADELT
KF Buyer
PURCHASING AGENT

This order is not binding until accepted. Acceptance should be indicated on acknowledgment form which should be
returned to Buyer.
The service date listed on the form and conditions to which Buyer agrees by acceptance of this order.
This order is not binding until accepted. Acceptance should be indicated on acknowledgment form which should be
returned to Buyer.
The service date listed on the form and conditions to which Buyer agrees by acceptance of this order.
This order is not binding until accepted. Acceptance should be indicated on acknowledgment form which should be
returned to Buyer.
The service date listed on the form and conditions to which Buyer agrees by acceptance of this order.

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH
SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	QUANTITY ORDERED	NOUN NAME	DESCRIPTION	REQ. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS.		
				WISCONSIN #WDP95-01-01012									
				ONSTAR CORPORATION PERMIT:									
				MICHIGAN #38-3506814									
				SATURN CORPORATION PERMITS:									
				MICHIGAN #38-2577506									
				TENNESSEE #100315259									
				FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR SECTION 6 OF THE GM1638A (08/02), UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON THE SEPARATED COSTS OF MATERIAL OR LABOR. GM WILL									

CONTINUE PAGE 7



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
M/C 480-206-180
WARREN MI
148090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
7013 ORCHARD LAKE RD STE 110
WEST BLOOMFIELD MI
48322-3692

SHIP TO: [SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS]

PURCHASE PAGE 7
ORDER: GMS09374

100000 US
INVOICE FOR SERVICE, MACHINERY
& EQUIPMENT ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
: P.O. BOX 63490 AZ
85082-3490 US

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 12/20/06
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 586-575-1287
M RADELT
KF
BUYER
PURCHASING AGENT

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH
SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NGUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT
				ACCUE AND REMIT THE APPROPRIATE SALES TAX DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT PAY PERMIT. ***** ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO THE FOLLOWING: * DISBURSEMENT SERVICES - CUSTOMER COMMUNICATION CENTER PHONE: (248) 874-4636 ***** (1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID DIRECTLY TO THE SUPPLIER OF THESE ITEMS. TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.						

ORIGINAL

PURCHASE PAGE 1

ORDER: GMS09374 001
A L T E R A T I O N ###

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	12/20/06	PHONE: 586-575-1287
ALTERATION ISSUE DATE	12/21/06	M RADELT
ALTERATION EFFECTIVE DATE	12/21/06	KF
		BUYER
		PURCHASING AGENT

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

SHIP TO:

00000 US
INVOICE FOR SERVICE, MACHINERY & EQUIPMENT ONLY. QUESTIONS TO: CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
P.O. BOX 63490 AZ
85082-3490 US

INVOICE TO:

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
35980 WOODWARD AVE STE 210
BLOOMFIELD HILLS MI 48304

This order is not binding until accepted. Acceptance should be evidenced by a signed acknowledgment copy which should be returned to Buyer.
This order is not binding until the terms and conditions in which entry appears by acceptance of this order.
This order, including the terms and conditions in the bill and invoice, shall remain the property of the company and shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Herein, additional Terms and Conditions Attached Herein Apply.

FOB DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS.
---------------	------------------	-------------------------	-----------	-------------	-------------	---------------	-------------	-----------------	----------------	------------

SPOT BUY GMS09374 HAS BEEN ALTERED AS FOLLOWS

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY
USD DOLLAR (UNITED STATES)

I CORRECTED THE CLAUSES. MR

PROVIDE ALL NECESSARY SUPERVISION, LABOR, EQUIPMENT, MATERIAL AND SERVICES TO PERFORM THE WORK
PER BID SPEC NUMBER MTM-100 / DATED 10/30/06
ADDENDUM # 1 / DATED 11/9/06
ADDENDUM # 2 / DATED 11/9/06
ADDENDUM # 3 / DATED 11/14/06
PER THE CONTRACT DOCUMENTS LOCATED AT THE WGF
DEMOLITION ENGINEERING OFFICE
MCM WILL PAY GENERAL MOTORS 686,427 DOLLARS.
THE PAYMENT SCHEDULE IS :

EXHIBIT

"A-2"

#614 Muncie

General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
FAX 602-797-6053
WARREN MI
48090

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 1

ORDER: GMS09374 002

A L T E R A T I O N

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
TO: 35980 WOODWARD AVE STE 210
BLOOMFIELD HILLS MI
48304

INVOICE TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSB ABP
P.O. BOX 63490, PHOENIX AZ
85082-3490

US
INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSB ABP
P.O. BOX 63490, PHOENIX AZ
85082-3490

ORDER DATE 12/20/06
ALTERNATION ISSUE DATE 09/30/08
ALTERNATION EFFECTIVE 09/30/08
PHONE: 586-575-1287
M RADELT
KF
Buyer
PURCHASING AGENT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	DESCRIPTION	UNIT	PRICE MULTIPLE	UNIT MEASURE
00002	8821	PRVX6308 001	SPOT BUY GMS09374 HAS BEEN ALTERED AS FOLLOWS ## THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES) THIS ALTERATION IS BEING ISSUED TO AMEND THE ORIGINAL PURCHASE ORDER TO INCLUDE FIELD ORDER NUMBER FO-MUN-MCM-005 (3C 1/07) THIS ITEM HAS BEEN ADDED ## ALTERATION TO GMS09374, PROVIDE LABOR, MATERIAL AND EQUIPMENT FOR ADDITIONAL ASBESTOS ABATEMENT DISCOVERED IN AN UNIDENTIFIED TUNNEL IN THE ADMINISTRATION BUILDING PER FIELD ORDER NUMBER FO-MUN-MCM-005 ITEM 1 AND QUOTE DATED 9/11/08. SAMUEL SOLOMON 248-753-5547 DELIVER TO: CHRIS HORENZIAK 2000 CENTERPOINT PONTIAC, MICH 48341 WHO ORDERED: SOLOMON 248-753-5547	1.0000		

0005527 USER MARTIN E RADELT

ORIGINAL

CONTINUE PAGE 2

CHM108 6/92

#614 Muncie



GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
FAX 502-797-6053
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
35980 WOODWARD AVE STE 210
TO: BLOOMFIELD HILLS MI
48304

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 2

ORDER: GMS09374 002

A L T E R A T I O N

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 12/20/06
INTERIM ISSUE DATE 09/30/08
ALTERNATION EFFECTIVE 09/30/08
SHIP VIA REFER TO MWM.GNSHIPPING.CON
PHONE: 586-575-1287
M RADELT
KP
Buyer
PURCHASING AGENT

INVOICE FOR SERVICE, MACHINERY & EQUIP ONLY. QUESTIONS TO: CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP P.O. BOX 63490, PHOENIX AZ 85082-3490
US
This invoice is not subject to the terms and conditions of the General Motors Corporation's standard terms and conditions of sale. The terms and conditions of sale for this invoice are the terms and conditions of sale for the specific equipment and services ordered. The terms and conditions of sale for the specific equipment and services ordered are the terms and conditions of sale for the specific equipment and services ordered. If Government Contract Number is shown, the terms and conditions of sale for the specific equipment and services ordered are the terms and conditions of sale for the specific equipment and services ordered. Attached Hereto Apply.

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

SHIP TO MWM.GNSHIPPING.CON

NET 2ND DAY OF 2ND MONTH

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

37932

PRVX6308 002

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

37932

PRVX6308 002

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

37932

PRVX6308 002

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

37932

PRVX6308 002

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

37932

PRVX6308 002

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

37932

0005527 USER MARTIN E RADELT

ORIGINAL

LAST PAGE

CHANGES 4/7/93

#614 Muncie

PURCHASE PAGE 1

ORDER: GMS09374 004

A L T E R A T I O N

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
 (2) copies of your packing slip must accompany each shipment.
 Item Identification Number(s) must be shown on Packing Slips and Invoices.
 Invoice Altie Accounts Payable
 Do not Declare Valuation of Express Shipments or Insure Parcel Post

ORDER DATE	12/20/06	PHONE: 586-575-1287
ALTERATION ISSUE DATE	10/10/08	M RADELT
ALTERATION EFFECTIVE DATE	10/10/08	Buyer
PURCHASING AGENT		

SER BODY OF PURCHASE ORDER
 FOR SHIPPING ADDRESS

INVOICE FOR SERVICE/MACHINERY
 & EQUIP ONLY-QUESTIONS TO:
 CUSTOMER SERVICE 248/874/4636
 MAIL INVOICE TO: GM FSS ABP
 P.O BOX 63490, PHOENIX AZ
 85082-3490

INVOICE TO: 00000
 US

SHIP TO:
 00000
 US

SHIP VIA
 REFER TO WWW.GMSHIPPING.COM

BASE UNIT PRICE
 TAX CODE / %

DATE REQUIRED
 TAX CODE / %

DESCRIPTION
 RAG NUMBER

UNIT OF MEASURE
 PRICE

QUANTITY ORDERED
 ITEM IDENTIFICATION NO.

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE

General Motors Corporation
 GENERAL MOTORS CORPORATION
 GLOBAL PURCHASING
 30009 VAN DYKE
 FAX 502-797-6053
 WARREN MI
 48090

VENDOR NUMBER 01-301-3136
 RCM MANAGEMENT CORP
 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

TO: 35980 WOODWARD AVE STE 210
 BLOOMFIELD HILLS MI
 48304

LAST PAGE

C:\INBOX 4/93

000555 USER MARTIN E RADELT

ORIGINAL

LAST PAGE

C:\INBOX 4/93

#614 MUNCIE

General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
FAX 602-797-6053
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
35980 WOODWARD AVE STE 210
TO: BLOOMFIELD HILLS MI
48304

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 1

ORDER: GMS09374/006

ALTERNATION

This Number Must Appear On All Invoices, Packing Slips, Packages and Bill of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. SUBSTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
P.O. BOX 63490, PHOENIX AZ
85082-3490

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
FAX 602-797-6053
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
35980 WOODWARD AVE STE 210
TO: BLOOMFIELD HILLS MI
48304

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 1

ORDER: GMS09374/006

ALTERNATION

This Number Must Appear On All Invoices, Packing Slips, Packages and Bill of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. SUBSTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM FSS ABP
P.O. BOX 63490, PHOENIX AZ
85082-3490

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

SHIP VIA
12/20/06
M RADELT
10/20/08
10/20/08
PURCHASING AGENT

General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
FAX 602-797-6053
WARREN MI
48090

VENDOR NUMBER 01-301-3136
MCH MANAGEMENT CORP
35980 WOODWARD AVE STE 210
TO: BLOOMFIELD HILLS MI
48304

SHIP TO:

00000 US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM PSS ABP
P.O. BOX 63490, PHOENIX AZ
85082-3490 US

This order is not binding until accepted. Acceptance is indicated by your reply which should be
received by the sender within the time and conditions as indicated. This order is not binding until
accepted by the sender. The sender is not responsible for the accuracy of the information provided
herein. The sender is not responsible for the accuracy of the information provided herein.
If Government Contract Number is shown, it is shown for information only. Additional Terms and Conditions
Attached Herein to Apply.

FO-B ESTIMATION UNLESS OTHERWISE INDICATED

SHIPPING POINT, FREIGHT COLLECT

SPOT BUY GMS09374 HAS BEEN ALTERED AS FOLLOWS

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY

USD DOLLAR (UNITED STATES)

THIS ALTERATION IS BEING ISSUED TO AMEND THE

ORIGINAL PURCHASE ORDER TO INCLUDE FIELD ORDER

NUMBER FO-MUN-MCM-004

PER THE APPROVED MEGA PLAN 2300598632

(3C 1/07)

THIS ITEM HAS BEEN ADDED

POA GMS09374 -- PROVIDE LABOR, MATERIAL AND

EQUIPMENT TO PERFORM ADDITIONAL WORK TO DEMOLISH THE

DELCO BUILDING/AS A PCB CONTAMINATED STRUCTURE AT GM

MUNCIE MANUAL TRANSMISSION PLANT PER FIELD ORDER

NUMBER FO-MUN-MCM-004 AND QUOTE DATED 9/12/08.

SAMUEL SOLOMON 248-753-5547

DELIVER TO: CHRIS HORENZIAK

2000 CENTERPOINT

PONTIAC, MICH 48341

WHO ORDERED: SOLOMON 248-753-5547

PURCHASE PAGE 1

ORDER: GMS09374-007
A L T E R A T I O N ###
This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

ORDER DATE 12/20/06
ALTERNATION ISSUE DATE 10/23/08
ALTERNATION EFFECTIVE DATE 10/23/08
PHONE: 586-575-1287
N RADELT
KP
PURCHASING AGENT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

BASE UNIT PRICE
PRICE
MULTIPLE
UNIT

1.0000

0005544 USER KATHLEEN C SCHOOLEY

ORIGINAL

LAST PAGE

CUMM08 4/03



VENDOR NUMBER 01-301-3136
NCM MANAGEMENT CORP
35980 WOODWARD AVE STE 210
BLOOMFIELD HILLS MI
48304

100000 US
INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM ESS ASP
P.O. BOX 63490, PHOENIX AZ
85082-3490 US

[illegible]

ORDER: GMS09374-008
ALTERNATION

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
 (2) copies of your packing slip must accompany each shipment.
 Item Identification Number(s) must be shown on Packing Slips and Invoices.
 Invoice A/c; Accounts Payable
 Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	PHONE: 586-575-1287
12/20/06	M RADELT
ALLOCATION ISSUE DATE	KF Buyer
11/10/08	
ALLOCATION EFFECTIVE	PURCHASING AGENT
11/10/08	

SHIP VIA
REFER TO WWW.QMSHIPPING.COM

REFER TO WWW.GMSHIPPING.COM

SHIPPING POINT, FREIGHT COLLECT'

2ND MTH. 5TH CALENDAR DAY

QTY	QUANTITY	ITEM IDENTIFICATION NO.
-----	----------	-------------------------

NAME	DATE	TIME	LOCATION	REMARKS
...

RECEIVED

REF	NOTION
REF	

התאריך: 11.05.2017

311 CODE 104

SPOT BUY GMS09374 HAS BEEN ALTERED AS FOLLOWS

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY
USD DOLLAR (UNITED STATES)

THE PAYMENT TERMS OTHERWISE SET FORTH HEREIN ARE MODIFIED AS FOLLOWS:
FOR SUPPLIERS UTILIZING ELECTRONIC FUNDS TRANSFER (EFT), PAYMENT WILL BE INITIATED ON THE CALCULATED DUE DATE WHICH WILL RESULT IN FUNDS ARRIVING TO YOUR ACCOUNT APPROXIMATELY THREE DAYS LATER.

000555 USER SEITI RAM

ORIGINAL

LAST PAGE

65/0 2019/11/13

#614 Muncie

General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

VENDOR NUMBER 01-301-3136
MCM MANAGEMENT CORP
35980 WOODWARD AVE STE 210
BLOOMFIELD HILLS MI 48304

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

INVOICE TO:
INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248/874/4636
MAIL INVOICE TO: GM PSS ABP
P.O. BOX 63490, PHOENIX AZ
85082-3490

US
POA GMS09374 -- PROVIDE LABOR, MATERIAL AND
EQUIPMENT TO PERFORM ADDITIONAL CLEANING IN SEVERAL
AREAS OUT SIDE OF THE SCOPE OF THE BID SPECIFICATION
PER FIELD ORDER NUMBER 2000-MCM-007 AND QUOTE
DATED 10/12/08.
SAMUEL SOLOMON 248-753-5547
DELIVER TO: CHRIS HORENZIAK
2000 CENTERPOINT
PONTIAC, MICH 48341
WHO ORDERED: SOLOMON 248-753-5547

PURCHASE PAGE 1

ORDER: GMS09374 009

A L T E R A T I O N

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Alt. Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

ORDER DATE 12/20/06
ALTERNATION ISSUE DATE 11/11/08
ALTERNATION EFFECTIVE 11/11/08
PHONE: 586-575-1287
M RADELT
XF
BUYER
PURCHASING AGENT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING POINT, FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	ITEM NAME	DESCRIPTION	REF NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00008	236280	PRM1559/001	## SPOT BUY GMS09374 HAS BEEN ALTERED AS FOLLOWS ##	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)				1.0000		UNIT
			THIS ALTERATION IS BEING ISSUED TO AMEND THE ORIGINAL PURCHASE ORDER TO INCLUDE FIELD ORDER NUMBER PO-MUN-MCM-007.							
			## THIS ITEM HAS BEEN ADDED ##							
			POA GMS09374 -- PROVIDE LABOR, MATERIAL AND EQUIPMENT TO PERFORM ADDITIONAL CLEANING IN SEVERAL AREAS OUT SIDE OF THE SCOPE OF THE BID SPECIFICATION PER FIELD ORDER NUMBER 2000-MCM-007 AND QUOTE DATED 10/12/08. SAMUEL SOLOMON 248-753-5547 DELIVER TO: CHRIS HORENZIAK 2000 CENTERPOINT PONTIAC, MICH 48341 WHO ORDERED: SOLOMON 248-753-5547							

000556 USER MOHAMMAD A QURESHI

ORIGINAL

LAST PAGE

CHM408 4/93

Legal Description of Real Estate

All those certain pieces or parcels of land situate in Delaware County, State of Indiana, and more particularly described as follows:

A part of the Northwest Quarter and a part of the Southwest Quarter of Section 16 Township 20 North Range 10 East, more particularly described as follows, to-wit:

Beginning at a point in the West line of Elliott Street, as said Elliott Street is laid out and platted in the T.F. Rose First Addition to the City of Muncie, Indiana at the point of intersection of the West line of said Elliott Street with the North line of the Southwest Quarter of Section 16 Township 20 North Range 10 East; thence South $00^{\circ}-06'-45''$ West and on and along the West line of said Elliott Street 1,299.74 feet to its intersection with the North line of 8th Street, as said 8th Street is laid out and platted in the T.F. Rose First Addition to the City of Muncie, Indiana; thence North $90^{\circ}-00'-00''$ West and on and along the North line of said 8th Street and said line extended West 1,847.15 feet to a point 30.0 feet East of the East line of Perkins Avenue, as said Perkins Avenue is laid out and platted in J.J. Perkins Addition to the City of Muncie, Indiana; thence in a Northwesterly direction on a curve to the right, said curve having a radius of 30.0 feet and a long chord distance of 42.43 feet to its intersection with the East line of said Perkins Avenue at a point 40.0 feet North of the Southwest Corner of Lot 206 in said J.J. Perkins Addition; thence North $00^{\circ}-00'-00''$ East and on and along the East line of said Perkins Avenue 1,102.80 feet to its intersection with the South Right-of-Way line of the Conrail Railroad (formerly the C.C.C. & ST.L.R.R.); thence North $76^{\circ}-50'-45''$ East and on and along the said South Right-of-Way Line of said Conrail Railroad 1,930.93 feet to its intersection with the West line of Elliott Street in the T.F. Rose First Addition to the City of Muncie, Indiana; thence South $00^{\circ}-06'-45''$ West and on along the West line of said Elliott Street 271.34 feet to the point of beginning.. EXCEPTING THEREFROM Lots 292, 291, and the West (four) 4.0 feet of Lot 290 and the South Half of the vacated alley lying adjacent and North of the above described lots, all in J.J. Perkins Addition to the City of Muncie, Indiana. Containing after said Exception 58.012 acres, more or less. (The above description is intended to include all of T.F. Rose First Addition East of Elliott Street heretofore vacated and the following lots in J.J. Perkins Addition to the City of Muncie, Indiana; Lots 193 thru 206, except South ten (10.0) feet, Lots 217 thru 230, Lots 241 thru 254, Lots 265 thru 278, Lot 289, the East 48' of Lot 290, Lots 293 thru 302, Lots 317 thru 326; ALSO including vacated 5th Street from the East line of Perkins Avenue to the West line of Sampson Avenue, vacated 6th Street from the East line of Perkins Avenue to the East line of the J.J. Perkins Addition, vacated 7th Street from the East line of Perkins Avenue to the East line of the J.J. Perkins Addition, and vacated Sampson Avenue from the South line of 5th Street to a point 10.0' North of the North line of 8th Street. ALSO, all of the vacated alley between Lots 317 thru 326 and Lots 293 thru 302, all of the vacated alley between Lots 285 thru 268 and Lots 241 thru 244, all of the vacated alley between Lots 269

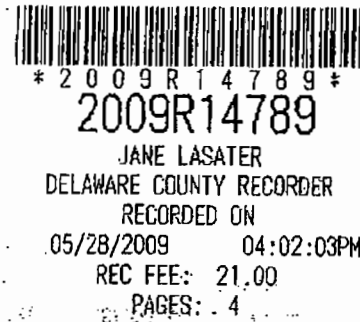
EXHIBIT

tab

6

through 278 and Lots 245 thru 254, all of the vacated alley between Lots 217 thru 220 and Lots 193 thru 196, all of the vacated alley between Lots 221 thru 230 and Lots 197 thru 206 and the South Half of the vacated alley adjacent to Lots 289 and the East 46' of Lot 290). Also the following described parcel of land, more particularly described as follows, to-wit: Beginning at the Southwest corner of Lot 148 in J.J. Perkins First Addition to the City of Muncie, Indiana (being the intersection of the East line of Sampson Avenue; and the North line of 9th Street); thence North on the East line of said Sampson Avenue 301.7 feet to the South line of 8th Street; thence East on the South line of said 8th Street and said South line extended East 858.8 feet to the West line of Birch Street, as said street is laid out and platted in Winton Place, an addition to the City of Muncie, Indiana; thence South on the West line of said Birch Street and said West line extended South 182.5 feet to a point 17.5 feet South of the North line of said 9th Street in said Winton Place; thence West and parallel with the North line of said 9th Street 350.0 feet; thence South 3.82 feet; thence in a Southerly and Westerly direction on a curve to the left, said curve having a radius of 137.5 feet and an arc distance of 153.74 feet to its intersection with the North line of 9th Street extended; thence West on the North line of said 9th Street and said line extended 210.0 feet to the East line Lot 145 in J.J. Perkins First Addition; thence South on the said East line 10.0 feet to the Southeast Corner of said Lot 145; thence West on the North line of said 9th Street 200.0 feet to the point of beginning. Estimated to contain 4.907 acres, more or less. (The above description is intended to include all of the following, Lots 70 thru 76 except North 10.0 feet, Lots 219 and 223 except North 10 feet; Lots 220, 221, 222, 224, 225, 226, 227 and 228 the vacated North 17.5 feet of 9th Street; the vacated alley lying adjacent to and West of Lots 223 thru 228, all in Winton Place, an addition to the City of Muncie, Indiana; also intended to include Lots 169 thru 172, and Lots 145 thru 148 and a vacated alley lying between Lots 169 thru 172 and Lots 145 thru 148 all in J.J. Perkins First Addition.) ALSO, the following described parcel of land, more particularly described as follows, to-wit: All of Lots 7, 8, 14, 15, 16, 23, 24, 25, 46, 47, 48, 69, 70, 71, 92, 93, 94 in T.F. Rose First Addition to the City of Muncie, Indiana and the following vacated alley and street; vacated 8th Street between Lots 46 thru 48 and Lots 69 thru 71, and vacated alley between Lots 69 thru 71 and Lots 92 thru 94 all in T.F. Rose First Addition to the City of Muncie, Indiana. ALSO, the following described parcel of land, more particularly described as follows, to-wit: Lots 63, 64, 65, 66, and 67, except the North ten (10.0) feet and also the vacated North 17.5 feet of 9th Street lying adjacent to Lots 63 thru 67 all in Winton Place, an addition to the City of Muncie, Indiana. Subject to all easements of record for utilities.

Federoff Law Firm
4P
1Am



**SWORN STATEMENT AND NOTICE OF INTENTION
TO HOLD MECHANIC'S LIEN UPON REAL ESTATE**

TO: General Motors Corporation
P.O. Box 33170
Detroit, MI 48232-5170

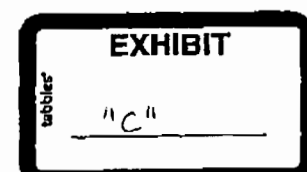
Manual Transmissions Of Muncie, LLC
P.O. Box 5050
Muncie, IN 47307

YOU ARE HEREBY NOTIFIED that MCM Management Corp., Inc. ("Claimant") whose address is 35980 Woodward Avenue, Suite 210, Bloomfield Hills, MI 48304, intends to hold a mechanic's lien on real estate owned or occupied by Manual Transmissions Of Muncie, LLC ("Owner"), which has a common address of 1200 W. 8th Street, Muncie, IN 47302, and which is more particularly described on the attached Exhibit "A", and by this reference is made a part and incorporated in of this Sworn Statement and Notice of Intention to Hold Mechanic's Lien Upon Real Estate ("Notice"), and all improvements, buildings, and structures situate on the real estate (collectively, the "Real Estate") in the amount of \$335,278, plus interest and attorney fees, for services, labor, equipment, materials, and qualified supervision furnished by Claimant for the benefit of the Real Estate, which services, labor, equipment, materials, qualified supervision were furnished by Claimant to the Real Estate within the last 90 days.

The above-described services, labor, equipment, materials, and qualified supervision were furnished by Claimant at the request of General Motors Corporation.

The sum of \$335,278, plus interest and attorney fees, is now due and owing Claimant.

The undersigned, who is an attorney registered with the Clerk of the Indiana Supreme Court as an attorney in good standing under the requirements of the Indiana Supreme Court, executing Notice for and on behalf of Claimant, having been first duly sworn upon his oath, and under the penalties of perjury, hereby verifies and states that Claimant intends to hold a mechanic's lien on the Real Estate and the improvements located on it, and to the best knowledge of the undersigned, the facts contained in this Notice are true and accurate.



MCM Management Corp., Inc.

By: _____

Scott M. Federoff, Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of May, 2009, personally appeared Scott M. Federoff, known to be an attorney registered with the Clerk of the Indiana Supreme Court, for an on behalf of MCM Management Corp., Inc., and acknowledged the execution of this Notice to be the free and voluntary act of said corporation for the uses and purposes set forth in this Notice, and that he was duly authorized to execute this Notice by the corporation. Witness my hand and Notarial Seal.

My Commission Expires:
January 3, 2010



Sharon L. Axson, Notary Public
Resident of Allen County, Indiana

I hereby certify that I have this 28th day of May, 2009, mailed first-class a duplicate of this Notice to those named in this Notice at the addresses set forth above.

Janae Lassiter
Recorder of Delaware County, Indiana

This instrument prepared by: Scott M. Federoff, Federoff Law Firm, LLP, 10445 Illinois Road, Ft. Wayne, IN 46814.

After recording, return to: Federoff Box.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Scott M. Federoff.

Exhibit "A"
Legal Description of Real Estate

All those certain pieces or parcels of land situate in Delaware County, State of Indiana, and more particularly described as follows:

A part of the Northwest Quarter and a part of the Southwest Quarter of Section 16 Township 20 North Range 10 East, more particularly described as follows, to-wit:

Beginning at a point in the West line of Elliott Street, as said Elliott Street is laid out and platted in the T.F. Rose First Addition to the City of Muncie, Indiana at the point of intersection of the West line of said Elliott Street with the North line of the Southwest Quarter of Section 16 Township 20 North Range 10 East; thence South 00°-06'-45" West and on and along the West line of said Elliott Street 1,299.74 feet to its intersection with the North line of 8th Street, as said 8th Street is laid out and platted in the T.F. Rose First Addition to the City of Muncie, Indiana; thence North 90°-00'-00" West and on and along the North line of said 8th Street and said line extended West 1,847.15 feet to a point 30.0 feet East of the East line of Perkins Avenue, as said Perkins Avenue is laid out and platted in J.J. Perkins Addition to the City of Muncie, Indiana; thence in a Northwesterly direction on a curve to the right, said curve having a radius of 30.0 feet and a long chord distance of 42.43 feet to its intersection with the East line of said Perkins Avenue at a point 40.0 feet North of the Southwest Corner of Lot 206 in said J.J. Perkins Addition; thence North 00°-00'-00" East and on and along the East line of said Perkins Avenue 1,102.80 feet to its intersection with the South Right-of-Way line of the Conrail Railroad (formerly the C.C.C. & ST.L.R.R.); thence North 76°-50'-45" East and on and along the said South Right-of-Way Line of said Conrail Railroad 1,930.93 feet to its intersection with the West line of Elliott Street in the T.F. Rose First Addition to the City of Muncie, Indiana; thence South 00°-06'-45" West and on along the West line of said Elliott Street 271.34 feet to the point of beginning.. EXCEPTING THEREFROM Lots 292, 291, and the West (four) 4.0 feet of Lot 290 and the South Half of the vacated alley lying adjacent and North of the above described lots, all in J.J. Perkins Addition to the City of Muncie, Indiana. Containing after said Exception 58.012 acres, more or less. (The above description is intended to include all of T.F. Rose First Addition East of Elliott Street heretofore vacated and the following lots in J.J. Perkins Addition to the City of Muncie, Indiana; Lots 193 thru 206, except South ten (10.0) feet, Lots 217 thru 230, Lots 241 thru 254, Lots 265 thru 278, Lot 289, the East 48' of Lot 290, Lots 293 thru 302, Lots 317 thru 328; ALSO including vacated 5th Street from the East line of Perkins Avenue to the West line of Sampson Avenue, vacated 6th Street from the East line of Perkins Avenue to the East line of the J.J. Perkins Addition, vacated 7th Street from the East line of Perkins Avenue to the East line of the J.J. Perkins Addition, and vacated Sampson Avenue from the South line of 5th Street to a point 10.0' North of the North line of 8th Street. ALSO, all of the vacated alley between Lots 317 thru 328 and Lots 293 thru 302, all of the vacated alley between Lots 265 thru 268 and Lots 241 thru 244, all of the vacated alley between Lots 269

through 278 and Lots 245 thru 254, all of the vacated alley between Lots 217 thru 220 and Lots 193 thru 196, all of the vacated alley between Lots 221 thru 230 and Lots 197 thru 206 and the South Half of the vacated alley adjacent to Lots 289 and the East 48' of Lot 290). Also the following described parcel of land, more particularly described as follows, to-wit: Beginning at the Southwest corner of Lot 148 in J.J. Perkins First Addition to the City of Muncie, Indiana (being the intersection of the East line of Sampson Avenue; and the North line of 9th Street); thence North on the East line of said Sampson Avenue 301.7 feet to the South line of 8th Street; thence East on the South line of said 8th Street and said South line extended East 858.8 feet to the West line of Birch Street, as said street is laid out and platted in Winton Place, an addition to the City of Muncie, Indiana; thence South on the West line of said Birch Street and said West line extended South 182.9 feet to a point 17.5 feet South of the North line of said 9th Street in said Winton Place; thence West and parallel with the North line of said 9th Street 350.0 feet; thence South 3.82 feet; thence in a Southerly and Westerly direction on a curve to the left, said curve having a radius of 137.5 feet and an arc distance of 153.74 feet to its intersection with the North line of 9th Street extended; thence West on the North line of said 9th Street and said line extended 210.0 feet to the East line Lot 145 in J.J. Perkins First Addition; thence South on the said East line 10.0 feet to the Southeast Corner of said Lot 145; thence West on the North line of said 9th Street 200.0 feet to the point of beginning. Estimated to contain 4.907 acres, more or less. (The above description is intended to include all of the following, Lots 70 thru 76 except North 10.0 feet, Lots 219 and 223 except North 10 feet; Lots 220, 221, 222, 224, 225, 226, 227 and 228 the vacated North 17.5 feet of 9th Street; the vacated alley lying adjacent to and West of Lots 223 thru 228, all in Winton Place, an addition to the City of Muncie, Indiana; also intended to include Lots 169 thru 172, and Lots 145 thru 148 and a vacated alley lying between Lots 169 thru 172 and Lots 145 thru 148 all in J.J. Perkins First Addition.) ALSO, the following described parcel of land, more particularly described as follows, to-wit: All of Lots 7, 8, 14, 15, 16, 23, 24, 25, 46, 47, 48, 69, 70, 71, 92, 93, 94 in T.F. Rose First Addition to the City of Muncie, Indiana and the following vacated alley and street; vacated 8th Street between Lots 46 thru 48 and Lots 69 thru 71, and vacated alley between Lots 69 thru 71 and Lots 92 thru 94 all in T.F. Rose First Addition to the City of Muncie, Indiana. ALSO, the following described parcel of land, more particularly described as follows, to-wit: Lots 63, 64, 65, 66, and 67, except the North ten (10.0) feet and also the vacated North 17.5 feet of 9th Street lying adjacent to Lots 63 thru 67 all in Winton Place, an addition to the City of Muncie, Indiana. Subject to all easements of record for utilities.



DeJaurie County Clerk
100 West Main Street

Bill #: 28219
Weight: 8.81 oz

MUNCIE IN 47205

SHIP MANUAL TRANSMISSIONS OF MUNCIE, LLC
TO: C/O THE CORPORATION TRUST COMPANY
1209 ORANGE STREET
WILMINGTON DE 19801

ZIP-®/ USPS SIGNATURE CONFIRM



420 19801 9121 9235 8300 1000 1004 43

ELECTRONIC RATE APPROVED # 923583001

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)
CAUSE NO. 18C01-1005-PL-14

MCM MANAGEMENT CORP.,)
)
Plaintiff,)
v.)
)
MANUAL TRANSMISSIONS OF)
MUNCIE, LLC, THE STATE OF INDIANA,)
and the TREASURER OF DELAWARE)
COUNTY, INDIANA,)
)
Defendants.)

FILED
CLERK'S OFFICE
DELAWARE CO., INDIANA
JUN 04 2010
CLERK

**MOTION FOR ENLARGEMENT OF TIME TO
ANSWER OR OTHERWISE RESPOND TO THE COMPLAINT**

Defendant, Manual Transmissions of Muncie, LLC, ("MTM"), by counsel, states the following for its Motion for Enlargement of Time to Answer or Otherwise Respond to the Complaint:

1. Plaintiff, MCM Management Corp. ("Plaintiff"), commenced this action by filing its "Complaint for Breach of Contract, Unjust Enrichment/Quantum Meruit, and Foreclosure of Mechanic's Lien" ("Complaint") on May 12, 2010.
2. MTM was served with the Complaint on May 20, 2010. Therefore, an answer or other response is due to be filed by MTM on or before June 14, 2010 and that time has not expired.
3. By this Motion, MTM requests an additional thirty (30) days from the filing of this motion, to and including July 1, 2010, to answer or otherwise respond to the Complaint.
4. An enlargement of time is necessary to allow MTM and its counsel an opportunity to investigate the facts and prepare a response to the Plaintiff's Complaint.
5. Counsel for the Plaintiff has been contacted and consents to the relief requested in

this motion.

WHEREFORE, Defendant, Manual Transmissions of Muncie, LLC, requests that it be given an enlargement of time of up to and including July 1, 2010 in order to answer or otherwise respond to the Plaintiff's Complaint, and for such other just and appropriate relief.

Respectfully submitted,



Thomas C. Scherer, #24-49

Whitney L. Mosby, #23691-49

Attorneys for Defendant,

Manual Transmissions of Muncie, LLC

BINGHAM McHALE LLP
10 West Market Street, #2700
Indianapolis, Indiana 46204-2982
Telephone: (317) 635-8900
Facsimile: (317) 236-9907
E-mail: tscherer@binghammchale.com
wmosby@binghammchale.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following via first class United States mail, postage prepaid and addressed as shown, this 1st day of June, 2010:

James A. Federoff
Jason M. Kuchmay
FEDEROFF KUCHMAY LLP
10445 Illinois Road
Fort Wayne, Indiana 46814



1497857

STATE OF INDIANA) IN THE DELAWARE CIRCUIT COURT
) SS:
COUNTY OF DELAWARE) CAUSE NO. 18C01-1005-PL-14

MCM MANAGEMENT CORP.,)
)
Plaintiff,)
v.)
)
MANUAL TRANSMISSIONS OF)
MUNCIE, LLC, THE STATE OF INDIANA,)
and the TREASURER OF DELAWARE)
COUNTY, INDIANA,)
)
Defendants.)

FILED
CLERKS OFFICE
DELAWARE CO., INDIANA

JUN 04 2010


CLERK

APPEARANCE BY ATTORNEY IN CIVIL CASE
PURSUANT TO TRIAL RULE 3.1

Party Classification: Initiating __ Responding X Intervening __

1. The undersigned attorney and all attorneys listed on this form now appear in this case for the following party member(s): Manual Transmissions of Muncie, LLC.
2. Applicable attorney information for service as required by Trial Rule 5(B)(2) and for case information as required by Trial Rules 3.1 and 77(B) is as follows:

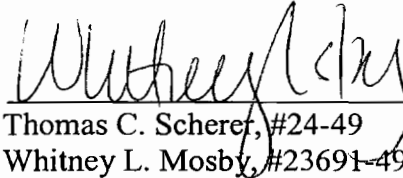
Name:	Thomas C. Scherer	Atty. Number: 24-49
	Whitney L. Mosby	Atty. Number: 23691-49
Address:	BINGHAM MCHALE LLP	Phone: 635-8900
	10 W. Market St., #2700	FAX: 236-9907
	Indianapolis, Indiana 46204-2982	

3. There are other party members: Yes __ No X (If yes, list on continuation page.)
4. If first initiating party filing this case, the Clerk is requested to assign this case the following Case Type under Administrative Rule 8(b)(3): _____
5. I will accept service by FAX at the above noted number: Yes __ No X
6. This case involves support issues. Yes __ No X (If yes, supply social security numbers for all family members on continuation page.)
7. There are related cases: Yes __ No X (If yes, list on continuation page.)
8. This form has been served on all other parties. Certificate of Service is attached: Yes X.

9. Additional information required by local rule: **Not applicable.**

Authority: Pursuant to Trial Rule 3.1, this form shall be filed at the time an action is commenced or when a party first appears. In emergencies, the requested information shall be supplied when it becomes available. Parties shall advise the court of a change in information previously provided to this court. This form is approved by the Division of State Court Administration.

Respectfully submitted,



Thomas C. Scherer, #24-49

Whitney L. Mosby, #23691-49

Attorneys for Defendant,

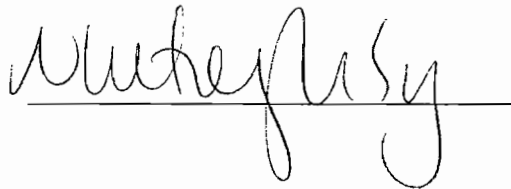
Manual Transmissions of Muncie, LLC

BINGHAM McHALE LLP
10 West Market Street, #2700
Indianapolis, Indiana 46204-2982
Telephone: (317) 635-8900
Facsimile: (317) 236-9907
E-mail: wmosby@binghammchale.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following via first class United States mail, postage prepaid and addressed as shown, this 1st day of June, 2010:

James A. Federoff
Jason M. Kuchmay
FEDEROFF KUCHMAY LLP
10445 Illinois Road
Fort Wayne, Indiana 46814



STATE OF INDIANA)
)
) SS:
COUNTY OF DELAWARE)

MCM MANAGEMENT CORP.,)
)
)
Plaintiff,)
v.)
)
)
MANUAL TRANSMISSIONS OF)
MUNCIE, LLC, THE STATE OF INDIANA,)
and the TREASURER OF DELAWARE)
COUNTY, INDIANA,)
)
)
Defendants.)

**ORDER GRANTING MOTION FOR ENLARGEMENT OF TIME
TO ANSWER OR OTHERWISE RESPOND TO COMPLAINT**

Defendant, Manual Transmissions of Muncie, LLC, by counsel, has filed its Motion for Enlargement of Time to File Answer or Otherwise Respond to Complaint (“Motion”), and the Court, being duly advised in the premises, now finds that such Motion should be GRANTED. It is therefore

ORDERED that the Defendant, Manual Transmissions of Muncie, LLC, has up to and including July 1, 2010 within which to answer or otherwise respond to the Complaint filed by the Plaintiff.

DATED: 6/7/10

Marianne Volkman
Judge, Delaware County Circuit Court

Distribution:

Thomas C. Scherer
Whitney L. Mosby
Bingham McHale, LLP
10 West Market Street, #2700
Indianapolis, Indiana 46204-2982

James A. Federoff
Jason M. Kuchmay
Federoff Kuchmay LLP
10445 Illinois Road
Fort Wayne, IN 46814

1497995